

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS & RESEARCH

455 Golden Gate Avenue, 8<sup>th</sup> Floor  
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco

P.O. Box 420603  
CA 94142-0603



## HOLIDAY PROVISIONS

FOR

**DREDGER (OPERATING ENGINEER)**

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,  
RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO,  
SANTA BARBARA, AND VENTURA COUNTIES

63-12-23  
HOL

**MASTER LABOR AGREEMENT**

between  
**THE INTERNATIONAL UNION OF OPERATING ENGINEERS**  
**LOCAL UNION NO. 12**

and the  
**DREDGING CONTRACTORS ASSOCIATION OF CALIFORNIA**

This Agreement made and entered into this 1st day of August, 1998, by and between the Dredging Contractors Association of California, hereinafter referred to as the Collective Bargaining Representative of Employer and the International Union of Operating Engineers, Local Union No. 12, hereinafter referred to as the Union.

RECEIVED  
Department of Industrial Relations

**ARTICLE I**  
**General Provisions**

NOV 11 1998

Div. of Labor Statistics & Research  
Chief's Office

**A. Definitions:**

1. The term "Collective Bargaining Representative of Employer" as used herein shall mean the Dredging Contractors Association of California. The names of the members of said organization are listed immediately following the signatures in this Agreement.

2. The term "Individual Employer" shall mean any person or entity who or which is now or hereafter may become a member of the Dredging Contractors Association of California, and who has assigned its labor relation bargaining rights thereto. The names of such "assigned members" as of the date of this Agreement are listed immediately following the signatures.

3. The term "Union" as used herein shall mean the International Union of Operating Engineers, Local Union No. 12.

4. The term "Employee" as used herein shall mean all persons performing work in the area covered by this Agreement, excluding superintendents, assistant superintendents, captains, launch operators, timekeepers, messenger boys, guards, confidential employees and office help. When the Individual Employer uses

G. The following days shall be considered legal holidays:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day

and on the first Saturday following the first Friday in the months of June and December of each year. Holidays falling on Sunday shall be observed on the following Monday. Article XII, Section A, will not apply during the holiday weeks of Thanksgiving, Christmas and New Year.

Article XII, Section A, will be reduced to forty (40) hours during the weeks of the first Saturday following the first Friday in the months of June and December.

H. The fraction of a day shall be paid for as a whole day except as hereinabove provided if the employee reports to work at the regular starting time, except that any employee ordered to report to work and not being put to work shall receive two (2) hours pay at the rate applying on the job on that date. An employee who quits before completing his days work shall be paid for the actual time worked.

I. When the Employer produces evidence in writing to the Union of a bona fide job requirement that work can only be performed outside the regular day shift due to safety conditions or other requirements, an employee shall work seven (7) consecutive hours, exclusive of meal period, for which he shall receive eight (8) hours pay at the straight-time rate of pay, Monday through Friday.

J. Starting times, should conditions arise which create a necessity for a change, may be changed by mutual agreement expressed in writing between the Local Union and the Individual Employer.

C. An employee who has been found through the grievance procedure to have been unjustifiably disciplined or discharged for refusing to perform work which would endanger his health or safety or the health or safety of any other employee, shall be reinstated in his former classification and made a whole for any loss of wages, fringes and benefits contained in this Agreement.

D. Life jackets, hard hats, eye, hearing and hand protection shall be worn by all employees covered by this Agreement as required by law and/or the Individual Employer.

## ARTICLE XII Working Rules

A. The Individual Employer will make available to each regular employee, forty-eight (48) hours of work each week, while the dredge is on the job working, subject to the following exemptions, in which case forty-eight (48) hours need not be made available:

(1) Short weeks due to starting and finishing a job; (2) major breakdowns; (3) shutdowns or shorter weeks by order of the contracting authority or other government agency, a copy of such order must be submitted to the Union; (4) yard or lay-up base work; (5) when holidays specified in this Article fall within the week in which event the work week will be reduced by eight (8) hours for each such holiday; (6) if the current overtime pay requirements of State or Federal Law applicable to the employees are increased during the term of this contract.

B. On single shift operations, eight (8) consecutive hours of work between the hours of 8:00 A.M. and 4:00 P.M. shall constitute a work day. On repair work other than at the jobsite when the dredge is working, eight (8) hours work between the hours of 8:00 A.M. and 4:30 P.M. shall constitute a work day.

C. 1. One and one-half (1½) times the regular rates shall be paid for all time worked in excess of eight (8) consecutive hours in any period of twenty-four (24) hours, for all hours worked on Saturdays, for all hours worked by an employee before his shift starts and after his shift ends. All employee hours worked on Sundays, either dredging or repairing, shall be paid for at two (2) times the regular rates. Overtime shall be reckoned by the hour. All employee hours worked on holidays, either dredging or

repairing, shall be paid at the applicable rate of pay.

a. Double (2) time shall apply for all holidays, hours worked or paid on New Year's Day, Memorial Day, Independence Day, New Year's Eve Day and the Day after Thanksgiving.

b. Triple (3) time shall apply for all holidays, hours worked or paid on Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day and the first Saturday following the first Friday in the months of June and December of each year.

c. Effective August 1, 1999, triple (3) time shall apply for all holidays, hours worked or paid on New Year's Day, Day after Thanksgiving, and Independence Day.

d. Effective August 1, 2000, triple (3) time shall apply for all holidays, hours worked or paid on New Year's Eve Day and Memorial Day.

2. There shall be no pyramiding of the overtime rates.

3. Whenever an employee is called out to work on a Sunday or a holiday, he shall be paid at least eight (8) hours at the applicable overtime rate.

D. On three (3) shift operations, the straight-time hours shall be from 8:00 A.M. Monday to 8:00 A.M. Saturday, unless mutually agreed upon otherwise at the pre-job conference.

E. On two (2) shift operations, the straight-time hours shall be from 8:00 A.M. to 12:00 Midnight, unless mutually agreed upon otherwise at the pre-job conference.

F. The full crew employed in the operation of a dredge shall all commence work at the designated starting time of the shift. Landfill or Spill Barge Crews can have start times which are staggered from the dredge crew reporting time, not to exceed one (1) hour. When more than one (1) shift is worked, shifts shall run consecutively, when mutually agreed upon.